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Case 7:07-cv-03050-GLB

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STAPLES 842

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## Product Representation Agreement

This agreement is made on the 8th day of August 1999 between Media Right Productions, Inc. and Gloryvision.

Media Right Productions is hereby granted the authority to act as agent and representative, on a non-exclusive basis, for the CDs and tapes entitled "Songs For Dogs" and "Songs For Cats", and "Songs For Dogs CD and Book".

Media Right Productions will use its best efforts to market and promote these recordings to catalogues, shopping networks, internet sites, retailers, and wholesalers. Media Right Productions will pay all marketing expenses for this purpose including postage, telephone, printing, advertising, trade shows, time, and travel.

In consideration for these services, Media Right Productions will be paid twenty percent of all gross sales resulting from its efforts.

Gloryvision agrees to supply Media Right Productions with samples of these products at no cost, and on a timely basis for the purpose of presentation to prospective buyers.

In the event that Media Right Productions elects to use its relationships with other third party distributors for the purpose of marketing these products, Media Right Productions will be entitled to twenty percent of the gross sales after any commissions are paid to the third party. In no event however, shall the combined commissions exceed thirty five percent of gross sales unless agreed to in advance by Gloryvision.

Media Right Productions will also represent the products as premium and incentive items for corporate and special markets. For these instances, Media Right Productions will be entitled to a minimum of twenty-five percent of resulting gross receipts.

In the event that special packaging, printing, or program changes are required, Gloryvision will have the right to approve all such changes in advance. These changes will be paid for entirely by the purchasing party.

Media Right Productions will be responsible for handling all aspects of negotiation and order taking, and will notify Gloryvision in writing at the time that an order is placed.

Gloryvision will make its best effort to promptly ship product to the specified vendor following receipt of an order. Gloryvision will notify Media Right Productions if their inventory of these products falls below 250 units of each title.

Media Right Productions will be responsible for the collection of funds and will pay Gloryvision its specified share within seven days of receiving payment. Media Right Productions will conduct credit checks on all new accounts prior to extending terms, but in no instance will Media Right Productions be responsible for un-paid invoices. In the instance of a default on the part of a vendor, Media Right Productions will take all available actions to recover the outstanding funds and promptly pay Gloryvision its share of the recovered balance. All special

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orders in excess of \$1000.00 will require a 50 percent pre-payment on the part of the vendor, with the balance due upon delivery.

In the event that Media Right Productions elects to have a vendor deal directly with Gloryvision, Gloryvision will promptly pay Media Right Productions the specified commission no later than seven days after receiving payment from the vendor.


Gloryvision, its employees and assignees agrees to be bound by the terms and conditions contained here-in for any sales which directly result from the efforts of Media Right Productions. At no time will Gloryvision, its representatives or assignees deal directly with any vendor with whom an initial contact or business relationship was established on its behalf by Media Right productions unless notified in writing

Media Right Productions will supply Gloryvision with a monthly report of marketing and promotion activities done on its behalf.

It is hereby acknowledged that Gloryvision has the authority to enter into this agreement and is the owner of all copyrights and rights pursuant to these recordings. Gloryvision, its representatives, assignees, Ellen Bernfeld, Anne Bryant, and all present or future holders of copyrights to the music contained on "Songs For Dogs" and "Songs For Cats" will be bound by the terms and conditions contained in this agreement unless agreed to in writing by both parties.

The term of this agreement shall be thirty-six months from the date of signing unless terminated as specified by the agreement. This representation of Songs For Dogs and Songs For Cats by Media Right Productions, may be canceled by either party with written notification provided at least 30 days prior to the desired termination date.

Agreed:

  
Gloryvision

2/24/00  
Date

  
Media Right Production

2/7/00  
Date

(EB) Each negotiation + deal may be different and may require a review of percentages previously agreed to.